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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

Houston Specialty Insurance Company,

Plaintiff,

vs.

Leah Rekowski; K.R. (a minor); C.R. (a
minor); Brandy White; B.B. (a minor);
N.B. (a minor); A.B. (a minor); Jason
Drew; Robert Dale Fogel; Mikal Fogel;
Carmelo Patino; Allied World Surplus
Lines Insurance Company; Endurance
American Insurance Company;
Hendrickson Truck Lines, Inc.; Regional
Fire & Rescue Department, Inc.; Travelers
Indemnity Company; National Interstate
Insurance; John Does I-X; Jane Does I-X;
ABC Corporation I-X,

Defendants.

Case No.: 2:23-cv-01187-JZB

**DEFENDANT CARMELO PATINO'S
ANSWER TO PLAINTIFF'S
AMENDED COMPLAINT IN
INTERPLEADER**

Defendant, Carmelo Patino ("Defendant Patino"), by and through his undersigned
attorney, for his Answer to Plaintiff's Amended Complaint in Interpleader admits, denies,
and alleges as follows:

PARTIES

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2 1. Answering Paragraph 1 of Plaintiff's Amended Complaint, Defendant Patino
3 admits that Plaintiff Houston Specialty Insurance ("HSIC") is a corporation organized and
4 existing under the laws of the State of Texas with its principal place of business in Texas
5 and is authorized to conduct business in the State of Arizona.
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7 2. Answering Paragraph 2 of Plaintiff's Amended Complaint, Defendant Patino
8 admits that Defendant Allied World Surplus Lines Insurance Company ("Allied") is a
9 corporation organized under the laws of the State of Arkansas with its principal place of
10 business in New York and that Allied is authorized to do business in the State of Arizona.
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12 3. Answering Paragraph 3 of Plaintiff's Amended Complaint, Defendant Patino
13 admits that Defendant Endurance American Insurance Company ("Endurance") is a
14 corporation organized under the laws of the State of Delaware with its principal place of
15 business in New York and that Endurance is authorized to do business in the State of
16 Arizona
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19 4. Answering paragraph 4 of Plaintiff's Amended Complaint, Defendant Patino
20 admits that Defendant Hendrickson Truck Lines, Inc. ("Hendrickson") is a corporation
21 organized under the laws of the State of California with its principal place of business and
22 that Hendrickson is authorized to do business in the State of Arizona.
23

24 5. Answering Paragraph 5 of Plaintiff's Amended Complaint, Defendant Patino
25 admits that Defendant Regional Fire and Rescue Department, Inc. is a non-profit
26 organization organized under the laws of the State of Arizona with its principal place of
27 business in Arizona.
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1 6. Answering Paragraph 6 of Plaintiff's Amended Complaint, Defendant Patino
2 admits that Defendant Travelers Insurance Company ("Travelers") is a corporation
3 organized under the laws of the State of Connecticut with its principal place of business
4 in Connecticut and that Travelers is authorized to do business in the State of Arizona.
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6 7. Answering Paragraph 7 of Plaintiff's Amended Complaint, Defendant Patino
7 admits that Defendant National Interstate Insurance Company ("National Insurance") is a
8 corporation organized under the laws of the State of Ohio with its principal place of
9 business on Ohio and that National Insurance is authorized to do business in the State of
10 Arizona.
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12 8. As to Paragraph 8 of Plaintiff's Amended Complaint, Defendant Patino responds
13 that the allegations contained therein do not pertain to this Defendant and are therefore
14 not responded to. To the extent that any of these allegations could be construed against
15 this Defendant, they are denied.
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18 9. As to Paragraph 9 of Plaintiff's Amended Complaint, Defendant Patino responds
19 that the allegations contained therein do not pertain to this Defendant and are therefore
20 not responded to. To the extent that any of these allegations could be construed against
21 this Defendant, they are denied.
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23 10. As to Paragraph 10 of Plaintiff's Amended Complaint, Defendant Patino responds
24 that the allegations contained therein do not pertain to this Defendant and are therefore
25 not responded to. To the extent that any of these allegations could be construed against
26 this Defendant, they are denied.
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1 11. Answering Paragraph 11 of Plaintiff's Amended Complaint, Defendant Patino
2 admits that he is a resident of Maricopa County, Arizona.

3 12. As to Paragraph 12 of Plaintiff's Amended Complaint, Defendant Patino responds
4 that the allegations contained therein do not pertain to this Defendant and are therefore
5 not responded to. To the extent that any of these allegations could be construed against
6 this Defendant, they are denied.
7

8 **JURISDICTION AND VENUE**
9

10 13. Defendant Patino asserts that the allegations contained in Paragraph 13 of
11 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
12 responded to. To the extent that any of these allegations could be construed against this
13 Defendant, they are denied.
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15 14. Defendant Patino admits the allegations contained in Paragraph 14 of Plaintiff's
16 Amended Complaint as they relate to jurisdiction and is without sufficient information to
17 admit or deny the remaining allegations set forth in Paragraph 14.
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19 15. Defendant Patino admits the allegations contained in Paragraph 15 of Plaintiff's
20 Amended Complaint.
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22 **CAUSE OF ACTION IN INTERPLEADER**

23 16. Defendant Patino asserts that the allegations contained in Paragraph 16 of
24 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
25 responded to. To the extent that any of these allegations could be construed against this
26 Defendant, they are denied.
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1 17. Responding to the allegations in Paragraph 17 of Plaintiff's Amended Complaint,
2 Defendant Patino, upon information and belief, admits that Elizer Leon dba Day Night
3 Logistics/Cosmos Express ("Cosmos Express") is a corporation organized under the laws
4 of the State of California with its principal place of business in California.
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6 18. Upon information and belief, Defendant Patino admits the allegations contained
7 in Paragraph 18 of Plaintiff's Amended Complaint.
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9 19. Upon information and belief, Defendant Patino admits the allegations contained
10 in Paragraph 19 of Plaintiff's Amended Complaint.
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12 20. Upon information and belief, Defendant Patino admits the allegations contained
13 in Paragraph 20 of Plaintiff's Amended Complaint.
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15 21. Upon information and belief, Defendant Patino admits the allegations contained in
16 Paragraph 21 of Plaintiff's Amended Complaint.
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18 22. Defendant Patino asserts that the allegations contained in Paragraph 22 of
19 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
20 responded to. To the extent that any of these allegations could be construed against this
21 Defendant, they are denied.
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23 23. Defendant Patino asserts that the allegations contained in Paragraph 23 of
24 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
25 responded to. To the extent that any of these allegations could be construed against this
26 Defendant, they are denied.
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28 24. Defendant Patino asserts that the allegations contained in Paragraph 24 of
Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not

1 responded to. To the extent that any of these allegations could be construed against this
2 Defendant, they are denied.

3 25. Defendant Patino asserts that the allegations contained in Paragraph 25 of
4 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
5 responded to. To the extent that any of these allegations could be construed against this
6 Defendant, they are denied.
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8 26. Defendant Patino asserts that the allegations contained in Paragraph 26 of
9 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
10 responded to. To the extent that any of these allegations could be construed against this
11 Defendant, they are denied.
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13 27. Upon information and belief, Defendant Patino admits the allegations in Paragraph
14 27 Plaintiff's Amended Complaint.
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16 28. Answering the allegations in Paragraph 28 of Plaintiff's Amended Complaint,
17 Defendant Patino admits, denies, and alleges as follows:
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19 a. Defendant Patino asserts that the allegations contained in Paragraph 28(a)
20 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
21 therefore not responded to. To the extent that any of these allegations could
22 be construed against this Defendant, they are denied.
23

24 b. Defendant Patino asserts that the allegations contained in Paragraph 28(b)
25 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
26 therefore not responded to. To the extent that any of these allegations could
27 be construed against this Defendant, they are denied.
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1 c. Defendant Patino asserts that the allegations contained in Paragraph 28(c)
2 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
3 therefore not responded to. To the extent that any of these allegations could
4 be construed against this Defendant, they are denied.
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6 d. Defendant Patino denies the allegations contained in Paragraph 28(d) of
7 Plaintiff's Amended complaint and affirmatively asserts Defendant Patino's
8 claims of bodily injury and medical expenses total \$34,045.55, to date.
9

10 e. Defendant Patino asserts that the allegations contained in Paragraph 28(e)
11 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
12 therefore not responded to. To the extent that any of these allegations could
13 be construed against this Defendant, they are denied.
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15 29. Answering the allegations in Paragraph 28 of Plaintiff's Amended Complaint,
16 Defendant Patino admits, denies, and alleges as follows:
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18 a. Defendant Patino asserts that the allegations contained in Paragraph 29(a)
19 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
20 therefore not responded to. To the extent that any of these allegations could
21 be construed against this Defendant, they are denied.
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23 b. Defendant Patino asserts that the allegations contained in Paragraph 29(b)
24 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
25 therefore not responded to. To the extent that any of these allegations could
26 be construed against this Defendant, they are denied.
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1 c. Defendant Patino asserts that the allegations contained in Paragraph 29(c)
2 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
3 therefore not responded to. To the extent that any of these allegations could
4 be construed against this Defendant, they are denied.
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6 d. Defendant Patino asserts that the allegations contained in Paragraph 29(d)
7 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
8 therefore not responded to. To the extent that any of these allegations could
9 be construed against this Defendant, they are denied.
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11 e. Defendant Patino asserts that the allegations contained in Paragraph 29(e)
12 of Plaintiff's Amended Complaint do not pertain to this Defendant and are
13 therefore not responded to. To the extent that any of these allegations could
14 be construed against this Defendant, they are denied.
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16 f. Defendant Patino asserts that the allegations contained in Paragraph 29(f) of
17 Plaintiff's Amended Complaint do not pertain to this Defendant and are
18 therefore not responded to. To the extent that any of these allegations could
19 be construed against this Defendant, they are denied.
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21

22 30. Defendant Patino asserts that the allegations contained in Paragraph 30 of
23 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
24 responded to. To the extent that any of these allegations could be construed against this
25 Defendant, they are denied.
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27 31. Defendant Patino asserts that the allegations contained in Paragraph 30 of
28 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not

1 responded to. To the extent that any of these allegations could be construed against this
2 Defendant, they are denied.

3 32. Defendant Patino admits the allegations contained in Paragraph 32 of Plaintiff's
4 Amended Complaint
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6 33. Defendant Patino admits the allegations contained in Paragraph 33 of Plaintiff's
7 Amended Complaint.
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9 34. Upon information and belief, Defendant Patino admits the allegations contained
10 in Paragraph 34 of Plaintiff's Amended Complaint

11 35. Defendant Patino asserts that the allegations contained in Paragraph 35 of
12 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
13 responded to. To the extent that any of these allegations could be construed against this
14 Defendant, they are denied.
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16 36. Defendant Patino asserts that the allegations contained in Paragraph 36 of
17 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
18 responded to. To the extent that any of these allegations could be construed against this
19 Defendant, they are denied.
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21 37. Defendant Patino asserts that the allegations contained in Paragraph 37 of
22 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
23 responded to. To the extent that any of these allegations could be construed against this
24 Defendant, they are denied.
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26 38. Defendant Patino asserts that the allegations contained in Paragraph 38 of
27 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
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1 responded to. To the extent that any of these allegations could be construed against this
2 Defendant, they are denied.

3 39. Defendant Patino asserts that the allegations contained in Paragraph 39 of
4 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
5 responded to. To the extent that any of these allegations could be construed against this
6 Defendant, they are denied.

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8 40. Defendant Patino asserts that the allegations contained in Paragraph 40 of
9 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
10 responded to. To the extent that any of these allegations could be construed against this
11 Defendant, they are denied.

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13 41. Defendant Patino asserts that the allegations contained in Paragraph 41 of
14 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
15 responded to. To the extent that any of these allegations could be construed against this
16 Defendant, they are denied.

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18 42. Defendant Patino asserts that the allegations contained in Paragraph 42 of
19 Plaintiff's Amended Complaint do not pertain to this Defendant and are therefore not
20 responded to. To the extent that any of these allegations could be construed against this
21 Defendant, they are denied.

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24 WHEREFORE, Defendant Patino respectfully requests that:

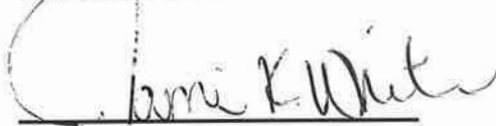
- 25
26 1. Defendant Patino's claims for bodily injury and medical expenses of
27 \$34,045.55 be considered in this matter.
28 2. Defendant Patino's costs of suit herein be considered in this matter.

1 3. This Court determine the appropriate allocation of the disputed funds to
2 Defendant Patino.

3 4. This Court order such other and further relief as it deems just and equitable.
4

5 DATED this 14th day of September 2023.
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7 **CRUZ AND ASSOCIATES, P.C.**

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10 Jami K. White, Esq.

11 1212 E. Osborn Road

12 Phoenix, Arizona 85014

13 *Attorney for Defendant Carmelo Patino*
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